Prepared by and after Recording

Return to.

Brian O. Larkin, Esq. Cravath, Swaine & Moore LLP 825 Eighth Avenue New York, NY 10019-7475 Tel: (212) 474-1832 Return To: First American Title Insurance Company 2001 Airport Road, Suite 301, Flowood, MS 39232 (601) 366-1222

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Indexing Instructions:

Book 3105, Page 492; Book 3163, Page 617

Tract 1: 0.821 acres located in SW1/4, Section 23, T-1-S, R-6-W, DeSoto County, MS

Tract 2: Lot 25, Phase III, Section "B", Metro Industrial Park, Plat Book 22, Page 54,

Sec. 23, T-1-S, R-6-W

THIRD AMENDMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

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CLOSURE SYSTEMS INTERNATIONAL INC.

To

FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee for the benefit of THE BANK OF NEW YORK MELLON

Dated: June 7, 2011 Premises: Olive Branch, Mississippi (Site #3) DeSoto County

The taking of this document or any certified copy of it or any other document which constitutes substitute documentation for it, or any document which includes written confirmations or references to it, into Austria as well as printing out any e-mail communication which refers to this document in Austria or sending any e-mail communication to which a pdf scan of this document is attached to an Austrian addressee or sending any e-mail communication carrying an electronic or digital signature which refers to this document to an Austrian addressee may cause the imposition of Austrian stamp duty. Accordingly, keep the original document as well as all certified copies thereof and written and signed references to it outside of Austria and avoid printing out any e-mail communication which refers to this document in Austria or sending any e-mail communication to which a pdf scan of this document is attached to an Austrian addressee or sending

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any e-mail communication carrying an electronic or digital signature which refers to this document to an Austrian addressee.

This instrument was revewed for limited purposes with regard to Mississippi matters only by: Powell G. Ogletree, Jr. Adams and Reese LLP 1018 Highland Colony Parkway, Suite 800 Ridgeland, MS 39157 Phone: 601.353.3234

MS Bar Number: 3915

THIRD AMENDMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of June 7, 2011 (this "Deed of Trust Amendment") by and between CLOSURE SYSTEMS INTERNATIONAL INC., a Delaware corporation, having an office at 6625 Network Way, Suite 200, Indianapolis, Indiana 46278 (the "Grantor") and THE BANK OF NEW YORK MELLON, having an office at 101 Barclay Street, New York, New York 10286 (the "Beneficiary") as Collateral Agent for the Secured Parties.

## WITNESSETH THAT:

WHEREAS, Grantor and Beneficiary are parties to that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated November 5, 2009 and recorded on November 20, 2009 in Book 3105, Page 492 in the Recorder's Office of DeSoto County, Mississippi, as amended by First Amendment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of May 4, 2010 and recorded on May 7, 2010 as in Book 3163, Page 617 and as amended by that certain Second Amendment of Deed of Trust dated as of November 16, 2010 and recorded on November 29, 2010 in Book 3246, Page 222 (as amended hereby and as further amended, modified or supplemented from time to time, the "Deed of Trust"), given to secure the Obligations (as defined in the Deed of Trust), which Deed of Trust encumbers certain real property located and being in DeSoto County, Mississippi and more particularly described in Exhibit A attached hereto and made a part hereof;

WHEREAS, pursuant to the Credit Agreement, the Lenders have increased and extended credit to the Borrowers and pursuant to the Senior Secured Notes Indentures, the Senior Secured Notes Holders have agreed to extend credit to the Issuers;

WHEREAS, the parties wish to amend the Deed of Trust as set forth herein;

WHEREAS, the Deed of Trust remains in full force and effect and the lien and security interest and the priority of such lien and security interest granted to the Beneficiary for the benefit of the Secured Parties continues (without interruption) thereunder; and

WHEREAS, capitalized terms used in this Deed of Trust Amendment, or in any notice delivered under this Deed of Trust Amendment, and not otherwise defined herein have the meanings set forth in the First Lien Intercreditor Agreement and, if not defined therein, then in the Credit Agreement, the 2009 Senior Secured Note Indenture or the 2010 Senior Secured Note Indenture or the 2011 Senior Secured Note indenture, as applicable, as in effect on the date hereof.

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NOW, THEREFORE, Grantor and Beneficiary, for and in consideration of the premises and Ten (\$10.00) Dollars and other good and valuable consideration, the receipt, acceptance and sufficiency whereof is hereby acknowledged, do hereby agree as follows:

1. The first five recitals of the Deed of Trust are hereby deleted in their entirety and replaced with the following five recitals in lieu thereof:

"Reference is made to (a) that certain Credit Agreement dated as of November 5, 2009, as amended and restated pursuant to Amendment No. 4 and Incremental Term Loan Assumption Agreement dated as of February 9, 2011, as further amended pursuant to Amendment No. 5 dated as of March 11, 2011 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among (i) Reynolds Group Holdings Inc., Reynolds Consumer Products Holdings Inc., Pactiv Corporation, Closure Systems International Holdings Inc., SIG Euro Holding AG & Co. KGaA, SIG Austria Holding GmbH, Closure Systems International B.V. and the additional borrowers from time to time party thereto (collectively, the "Borrowers"), (ii) Reynolds Group Holdings Limited ("Holdings") and the other guarantors from time to time party thereto, (iii) the lenders from time to time party thereto (the "Lenders") and (iv) Credit Suisse AG (formerly known as Credit Suisse), as administrative agent (in such capacity, the "Administrative Agent"), (b) the Indenture dated as of November 5, 2009 (as amended, extended, restructured, renewed, refunded, novated, supplemented, replaced or otherwise modified from time to time, including pursuant to the 2009 First Supplemental Indenture (as defined below), the "2009 Senior Secured Note Indenture"), among Reynolds Group Escrow LLC ("2009 Escrow Issuer I"), Reynolds Group DL Escrow Inc. (together with 2009 Escrow Issuer I, the "2009 Escrow Issuers") and The Bank of New York Mellon, as trustee (in such capacity, the "2009 Indenture Trustee"), principal paying agent, transfer agent and registrar, (c) the First Supplemental Indenture, dated as of November 5, 2009 (the "2009 First Supplemental Indenture"), related to the 2009 Senior Secured Note Indenture, among the 2009 Escrow Issuers, Reynolds Group Issuer LLC ("RGI LLC Issuer"), Reynolds Group Issuer Inc. ("RGI Inc. Issuer"), Reynolds Group Issuer (Luxembourg) S.A., a company incorporated as a société anonyme (a public limited liability company) under the laws of Luxembourg and having its registered office at 6C, rue Gabriel Lippman, L-5365 Munsbach, Grand Duchy of Luxembourg (registered with the Luxembourg Register of Commerce and Companies under number B148.957) (the "Luxembourg Issuer", together with RGI LLC Issuer and RGI Inc. Issuer, the "Issuers"), certain guarantors named thereto and the 2009 Indenture Trustee, pursuant to which the Issuers assumed all of the obligations of the 2009 Escrow Issuers under the 2009 Senior Secured Note Indenture and became the issuers of the 2009 Senior Secured Notes, (d) the Indenture dated as of October 15, 2010 (as amended, extended, restructured, renewed, refunded, novated, supplemented, replaced or otherwise modified from time to time, including pursuant to the 2010 First Supplemental Indenture (as defined below), the "2010 Senior Secured Note Indenture"), among RGHL US Escrow I LLC ("2010 Escrow Issuer I"), RGHL US Escrow I Inc. ("2010 Escrow Issuer II"), RGHL Escrow Issuer (Luxembourg) I S.A. (together with 2010 Escrow Issuer I and 2010 Escrow Issuer II, the "2010 Escrow Issuers"), The Bank of New York Mellon, as trustee (in such capacity, the "2010 Indenture Trustee"), principal paying agent, transfer agent, registrar and collateral

agent, Wilmington Trust (London) Limited as additional collateral agent and The Bank of New York, London Branch, as paying agent, (e) the Supplemental Indenture, dated November 16, 2010 (the "2010 First Supplemental Indenture") related to the 2010 Senior Secured Note Indenture, among the Issuers, certain guarantors named thereto, the 2010 Indenture Trustee and Wilmington Trust (London) Limited as additional collateral agent, pursuant to which the Issuers assumed all the obligations of the 2010 Escrow Issuers under the 2010 Senior Secured Note Indenture and became the issuers of the 2010 Senior Secured Notes, (f) the Indenture dated as of February 1, 2011 (as amended, extended restructed, renewed, refunded, novated, supplemented, replaced or otherwise modified from time to time, the "2011 Senior Secured Note Indenture" and together with the 2009 Senior Secured Note Indenture and the 2010 Senior Secured Note Indenture the "Senior Secured Note Indentures") among the Issuers, certain Senior Secured Note Guarantors (as defined therein), The Bank of New York Mellon, as trustee (in such capacity the "2011 Indenture Trustee" and together with the 2009 Indenture Trustee and the 2010 Indenture Trustee, the "Indenture Trustees"), principal paying agent, registrar, transfer agent and collateral agent, The Bank of New York Mellon, London Branch, as paying agent and Wilmington Trust (London) Limited, as additional collateral agent (the "Additional Collateral Agent"), (g) the First Lien Intercreditor Agreement dated as of November 5, 2009 as amended by Amendment No. 1 and Joinder Agreement dated as of January 21, 2010, and as further amended by Joinder to First Lien Intercreditor Agreement dated as of November 16, 2010 and Joinder to First Lien Intercreditor Agreement dated as of February 1, 2011 (as further amended, novated, supplemented, restated or modified from time to time, the "First Lien Intercreditor Agreement"), among The Bank of New York Mellon, as collateral agent (the "Collateral Agent"), Wilmington Trust (London) Limited, as separate collateral agent, the Indenture Trustees, the other Representatives from time to time party thereto, the Administrative Agent and the Loan Parties (as defined below) from time to time party thereto and (h) the Collateral Agreement dated as of November 5, 2009 (as amended, restructured, renewed, novated, supplemented, restated, replaced, reaffirmed or otherwise modified from time to time, the "Collateral Agreement"), among the Borrowers, the Issuers, the subsidiaries of Holdings from time to time party thereto and the Collateral Agent.

Capitalized terms used in this Deed of Trust, or in any notice delivered under this Deed of Trust, and not otherwise defined herein have the meanings set forth in the First Lien Intercreditor Agreement and, if not defined therein, then in the Credit Agreement, the 2009 Senior Secured Note Indenture, the 2010 Senior Secured Note Indenture or the 2011 Senior Secured Note Indenture, as applicable, as in effect on the date hereof. Terms defined herein by reference to the First Lien Intercreditor Agreement, the Collateral Agreement, the Credit Agreement, the 2009 Senior Secured Note Indenture, the 2010 Senior Secured Note Indenture, have the meanings set forth in the First Lien Intercreditor Agreement, the Collateral Agreement, the Credit Agreement, the 2009 Senior Secured Note Indenture, the 2010 Senior Secured Note Indenture or the 2011 Senior Secured Note Indenture, as applicable, as in effect on the date hereof.

The Lenders and the Issuing Bank have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The

Senior Secured Note Holders have agreed to extend credit to the Issuers pursuant to, and upon the terms and conditions specified in, the Senior Secured Note Indentures. Pursuant to the Credit Agreement and the Senior Secured Note Indentures, the aggregate amount of Loans, Letters of Credit and Senior Secured Notes (as defined below) from time to time outstanding and secured hereby shall not exceed \$6,820,000,000 plus €780,000,000, which amount may be comprised of (a) U.S. Term Loans in the amount of \$2,325,000,000, (b) U.S. Revolving Loans in the amount of \$120,000,000, (c) European Term Loans in the amount of €250,000,000, (d) European Revolving Loans in the amount of £80,000,000, (e) one or more Classes of additional Incremental Term Loans or Incremental Revolving Loans denominated in Dollars, Euro or another Designated Foreign Currency in the amount of \$750,000,000, (f) 2009 Senior Secured Notes in the form of Dollar Notes in the amount of \$1,125,000,000, (g) 2009 Senior Secured Notes in the form of Euro Notes in the amount of €450,000,000, (h) 2010 Senior Secured Notes in the amount of \$1,500,000,000 and (i) 2011 Senior Secured Notes in the amount of \$1,000,000,000. The U.S. Term Loans mature on February 9, 2018, (ii) the European Term Loans mature on February 9, 2018, (iii) the U.S. Revolving Loans and European Revolving Loans mature on November 5, 2014, (iv) the Dollar Notes and the Euro Notes under the 2009 Senior Secured Note Indenture mature on October 15, 2016, (v) the 2010 Senior Secured Notes mature on April 15, 2019 and (vi) the 2011 Senior Secured Notes mature on February 15, 2021.

The obligations of the Lenders, the Senior Secured Note Holders and the Issuing Bank to extend credit to the Borrowers and the Issuers are conditioned upon, among other things, the execution and delivery of this Deed of Trust by the Grantor. Grantor is an affiliate of the Borrowers and the Issuers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and to the Issuers pursuant to the Senior Secured Note Indentures and is willing to execute and deliver this Deed of Trust in order to induce the Lenders, the Senior Secured Note Holders and the Issuing Bank to extend such credit.

Pursuant to the requirements of the Credit Agreement and the Senior Secured Note Indentures, the Grantor is granting this Deed of Trust to create a lien on and a security interest in the Trust Property (as defined below) to secure the performance and payment by the Grantor of the Obligations (as defined below). The Credit Agreement and the Senior Secured Note Indentures also require the granting by other Loan Parties of mortgages, deeds of trust and/or deeds to secure debt (the "Other Mortgages") that create liens on and security interests in certain real and personal property other than the Trust Property to secure the performance of the Obligations."

2. The following defined term is hereby added to the Deed of Trust:

"2011 Senior Secured Notes" shall mean the 'Notes' under, and as defined in, the 2011 Senior Secured Note Indenture.

3. The definition of "Senior Secured Note Holder" shall be deleted in its entirety and replaced with the following:

"Senior Secured Note Holders" shall mean (a) each 'Holder' under, and as defined in, the 2009 Senior Secured Note Indenture, (b) each 'Holder' under, and as defined in, the 2010 Senior Secured Note Indenture and (c) each 'Holder' under, and as defined in, the 2011 Senior Secured Note Indenture."

4. The definition of "Senior Secured Notes" shall be deleted in its entirety and replaced with the following:

"Senior Secured Notes" shall mean the '2009 Senior Secured Notes', the '2010 Senior Secured Notes' and the 2011 Senior Secured Notes.'

- 5. Each and every reference which appears in the Deed of Trust from and after the recitals to the term "Indenture" shall be changed to the term "Indentures".
- 6. It is hereby acknowledged and agreed that each reference in the Deed of Trust to the "Credit Agreement" shall mean and be a reference to the Credit Agreement dated as of November 5, 2009, as amended and restated pursuant to Amendment No. 4 and Incremental Term Loan Assumption Agreement dated as of February 9, 2011, as further amended pursuant to Amendment No. 5 dated as of March 11, 2011, and as further amended, supplemented or otherwise modified from time to time, including any agreement extending the maturity of, refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed) of all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same agent, trustee, representative lenders or holders.
- 7. Any reference to the "Deed of Trust" in the Deed of Trust shall be deemed to mean the Deed of Trust as modified by this Deed of Trust Amendment.
- 8. The Grantor hereby reaffirms to the Secured Parties each of the representations, warranties, covenants and agreements of the Grantor set forth in the Deed of Trust with the same force and effect as if each were separately stated herein and made as of the date hereof.
- 9. The Grantor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Deed of Trust, as modified by this Deed of Trust Amendment, is in full force and effect and subject to Legal Reservations, represents the valid, enforceable and collectible obligations of the Grantor.
- 10. Except as specifically modified herein, all of the terms and provisions of the Deed of Trust are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, the Grantor specifically acknowledging, subject to Legal Reservations, the validity and enforceability thereof.

- 11. The liens, security interests, assignments and other rights evidenced by the Deed of Trust are hereby renewed and extended to secure the Obligations in accordance with this Deed of Trust Amendment.
- 12. This Deed of Trust Amendment is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Deed of Trust. As modified hereby, the Deed of Trust is ratified and confirmed in all respects.
- 13. The Grantor agrees to execute and deliver, or cause to be executed and delivered, to the Beneficiary all other instruments, certificates, agreements and consents as the Beneficiary may reasonably require in order to confirm the terms of this Deed of Trust Amendment.
- 14. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 15. This Deed of Trust Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the executed in the 1/5t day ofabove written.	is Deed of Trust Amendment has been duly, 2011 to be effective as of the date first
	CLOSURE SYSTEMS INTERNATIONAL INC., a Delaware corporation
	Name: Secretary  Title: Secretary
Beneficiary agrees to the ame this Deed of Trust Amendment.	ndment of the Deed of Trust as set forth in
	THE BANK OF NEW YORK MELLON, as Collateral Agent for the Secured Parties
	By:

[Signature Page to Third Amendment of Deed of Trust - Olive Branch, MS]

STATE OF <u>Juginia</u> ) SS COUNTY OF <del>Jenus</del>	
Personally appeared before me, the undersigned authority in a state, on this 157 day of June, 2011, within my jurisdiction have the Tuskey, who acknowledged that (he) (sk 5ec Yerally of Closure Systems International corporation, and as its act and deed (he)(she) executed the aboundary in the state of th	n, the within named  ne) is Inc., a Delaware we and foregoing
Witness my hand and notarial seal subscribed and affixed in set the $\frac{137}{V}$ day of $\frac{1}{2}$ day of $$	aid County and State this
(seal) Lussell & Duylon 340022  Notary Public  My Commission Expires: 09-30-2012	RUSSELL J. DRAYTON Notary Public Commonwealth of Virginia 340022 My Commission Expires Sep 30, 2012
STATE OF)	
Personally appeared before me, the undersigned authority in a state, on this day of, 2011, within my jurisdiction, who acknowledged that (he)(shaped of The Bank of New York Mello as Collateral Agent for the Secured Parties, and as its act and a above and foregoing instrument, after first having been duly a corporation so to do in its capacity as Collateral Agent.	n, the within named ne) is on, a New York corporation, deed (he)(she) executed the
Witness my hand and notarial seal subscribed and affixed in set the day of, 2011	aid County and State this
(seal)	
Notary Public	
My Commission Expires:	

[Third Amendment of Deed of Trust - Olive Branch, MS]

IN WITNESS WHEREOF, the executed in the 3'd day of <u>lune</u> above written.	is Deed of Trust Amendment has been duly, 2011 to be effective as of the date first
	CLOSURE SYSTEMS INTERNATIONAL INC., a Delaware corporation
	By: Name: Title:
Beneficiary agrees to the ame this Deed of Trust Amendment.	ndment of the Deed of Trust as set forth in
	THE BANK OF NEW YORK MELLON, as Collateral Agent for the Secured Parties
	By: Latherine T. Jonopus  Name: CATHERINE F. DONOHUE  Title: VICE PRESIDENT

STATE OF)	
COUNTY OF)	
Personally appeared before me, the undersigned authority in a state, on this day of, 2011, within my jurisdiction, who acknowledged that (he)(sle of Closure Systems International corporation, and as its act and deed (he)(she) executed the about instrument, after first having been duly authorized by said corporation.	n, the within named he) is I Inc., a Delaware ove and foregoing
Witness my hand and notarial seal subscribed and affixed in s the day of, 2011	aid County and State this
(seal)	
Notary Public	
My Commission Expires:	
STATE OF NEW YORK SS COUNTY OF NEW YORK SS	
Personally appeared before me, the undersigned authority in a state, on this day of, 2011, within my jurisdictio	n, the within named he) is on, a New York corporation, deed (he)(she) executed the
Witness my hand and notarial seal subscribed and affixed in sthe 300 day of JUNE, 2011	aid County and State this
Notary Public  My Commission Expires:	STEFANI SANATAR Notary Public, State of New Yo No. 01SA6165955 Qualified in Queens Counts Certificate Filed in New York Commission Expires May 14, 2
[Third Amendment of Deed of Trust - Olive Bra	inch, MS]

# Description of the Land

Real property in the City of Olive Branch, County of DeSoto, State of Mississippi, described as follows:

#### Tract 1:

Part of the Metro Investment Company property located in Section 23, Township 1 South, Range 6 West, Southwest quarter of DeSoto County, Mississippi as recorded in Deed Book 167, Page 630 in the Chancery Court Clerk's Office in Hernando, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at the southeast corner of Section 23 of said Township and Range, said corner being a PK nail on the centerline of Hacks Cross Road and DeSoto Road; thence North 00 degrees 19 minutes 00 seconds East along the east Section Line a distance of 2232.19 feet to a point at the centerline intersection of Hacks Cross Road and High Point Road; thence North 89 degrees 27 minutes 58 seconds West along the centerline of High Point Road a distance of 3847.87 feet to a point in the west right-of-way of Cedar Ridge Road (68' ROW); thence South 00 degrees 13 minutes 31 seconds West along said west right-of-way a distance of 1035.35 feet to the southeast corner of the Lot 25 of Phase III, Section B, Metro Industrial Park as shown on plat thereof recorded in Plat Book 22, Pages 54-56 in said Chancery Clerk's Office; thence North 89 degrees 46 minutes 29 seconds West along the south line of said Lot 25 a distance of 90.00 feet to the Point Of Beginning; thence South 00 degrees 13 minutes 31 West a distance of 86.43 feet to a point; thence North 89 degrees 46 minutes 29 seconds West a distance of 414.00 feet to a point; thence North 00 degrees 13 minutes 31 seconds East a distance of 86.43 feet to a point being the southwest corner of said Lot 25; thence South 89 degrees 46 minutes 29 seconds East along the south line of said Lot 25 a distance 414.00 to the Point Of Beginning containing 0.821 acres of land more or less.

## AND ALSO:

### Tract 2:

Lot 25 of Phase III, Section "B", Metro Industrial Park in Section 23, Township 1 South, Range 6 West, DeSoto County, Mississippi, as shown by plat thereof recorded in Plat Book 22, Page 54-56, the office of the Chancery Clerk of DeSoto County, Mississippi.